



12650 DETROIT AVENUE **# 44107 # 216-529-6075 # 216-529-6806**

Reference No. BC-18-134

April 16, 2018

Board of Control City of Lakewood, Ohio 44107

Subject: Award Contract - Professional Construction Administration Services Contract - Re: Lake Avenue
Resurfacing and Storm Sewer Improvements Project

Dear Members of the Board:

Based on a review conducted by the Division of Purchasing in conjunction with the Department of Public Works, Division of Engineering, and the attached letter of recommendation, I am submitting for your consideration this request to award a requirement contract to DLZ Ohio, Inc. in the amount of \$121,150 to perform Professional Construction Administration Services for the Lake Avenue Resurfacing and Storm Sewer Improvements Project.

DLZ Ohio, Inc. is being awarded this Professional Services Contract based on their submission to an RFP issued for the services.

Contracting Authority:	Ordinance 49-17 & 48-17 \$13,250,000
Contracting Balance:	\$9,291,869 / \$9,170,719
Funding:	Enterprise Fund
Account Distribution:	401-3030-470-84-50 Proj #184003 \$1,152,07
	510-3070-431-84-75 Proj #184003 \$1,152,075
Account Balance:	\$121,150 / \$0
Contract Approved by Law:	Yes / No / PO / c/c
Object Code:	Lake Ave Resurface & Storm Sewer
Commodity Code:	918-031
Bid Reference:	RFP ()
	Kun Xin ()
	Kim Smith

Purchasing Manager

	Approved	Disapproved	<u>Date</u>
Joseph J. Beno PE, Director of Public Wo	rks		
Kevin M. Butler, Director of Law	AR		4/16/18
Jennifer Pae, Director of Finance	1 Pae	Peril	4/16/18
Michael P. Summers, Mayor	My Comments		4-16-18

1 .

CONTRACT

BY AND BETWEEN THE

CITY OF LAKEWOOD, OHIO

AND

DLZ Ohio, Inc.

Professional Construction Administration Services 2018 Lake Avenue Resurfacing and Storm Sewer Improvements Project THIS CONTRACT made as of this <u>17th</u> day of <u>April, 2018</u> by and between the City of Lakewood, Ohio, a municipal corporation organized and existing pursuant to the Amended Charter and Ordinances of the City of Lakewood (hereinafter referred to as "City"), by authority of Ordinance No. 48-17 & 49-17, adopted and approved by the Lakewood City Council on December 18, 2107 and December 20, 2017, respectfully (a copy of which are attached hereto and made a part hereof as Exhibit "A"), and authorized by the Board of Control on April 16, 2018, (a copy of the authorization is attached hereto as Exhibit "B") and DLZ Ohio, Inc., (hereinafter referred to as "DLZ")

WHEREAS, the City is seeking consulting services for the implementation of the <u>Professional</u> Construction Administration Services - 2018 Lake Avenue Resurfacing and Storm Sewer Improvements Project, and;

WHEREAS, DLZ pursuant to the City's request for proposal and the submittal and presentation in response thereto, has been determined to be qualified, competent and the best candidate to provide the required outside professional services;

NOW, THEREFORE, it is agreed that the City shall and does hereby employ DLZ to perform the work as hereinafter specified; and that, for and in consideration of the mutual covenants hereinafter stipulated to be kept and performed, it is agreed by and between the parties as follows:

Section 1. SCOPE OF SERVICES AND GENERAL CONDITIONS

DLZ does hereby promise and agree to implement the <u>Professional Construction</u>

<u>Administration Services - 2018 Lake Avenue Resurfacing and Storm Sewer Improvements Project</u>, as described in DLZ's Proposal of April 5, 2018 (a copy of which is attached hereto as Exhibit "C") and in the City's Request for proposal of verbal.

In performing the professional services described in this Contract, DLZ will exercise the degree of care and skill ordinarily exercised by reputable companies performing the same or similar services in the same geographic area.

Section 2. REPRESENTATIVES

A. DLZ shall designate and authorize <u>Daniel R. Uhlir, PE, Field Services Project Manager</u> as agent for all purposes under this contract, and said agent shall be available at all times to the representatives of the City for the purpose of notification and consultation, and who shall be designated as the Project Manager having overall responsibility for all phases of DLZ's participation in the project.

B. For purposes of this contract, the agent for the City and liaison officer with respect to the matters contained herein shall be the <u>City Engineer Mark K. Papke</u>, <u>PE</u>, <u>CPESC</u> or such other person designated by the Mayor of the City.

Section 3. COMPENSATION

For performing the services referenced in Section 1 above, the City will pay and DLZ will accept an amount not to exceed <u>One Hundred Twenty-One Thousand</u>, <u>One Hundred Fifty Dollars and no/xx</u> (\$121,150.00). This amount shall include all direct costs, indirect costs, other direct costs, and profit. Said cost may not be exceeded without prior written authorization by the City.

Vehicle mileage incurred by consultant employees, while performing work for City projects, will be reimbursed at the U.S. General Services Administration rate that corresponds to the actual date of travel. Mileage reimbursements will not be permitted for any travel outside the Lakewood city limits unless otherwise specifically authorized in writing.

Except as may otherwise be stipulated in a separate written agreement between the City and DLZ, invoices shall be submitted no more frequently than monthly and all payments for the foregoing compensation shall be made no more frequently than thirty (30) days from date of approved invoice, and only upon sufficient invoice, detailing professional time, rates and direct and indirect costs in accordance with the City's ordinary purchase order and accounts payable system.

Section 4. CONTRACT TERMINATION

In the event the City or DLZ desires to terminate this Scope of Service Agreement, it may be terminated upon a thirty (30) day written notice by the party so desiring to terminate to the other party. DLZ shall be paid for work completed and services performed up to the time of notice and in the event it is allowed to complete commenced projects shall be compensated at the rate provided for this Scope of Service.

Section 5. INSURANCE

DLZ shall take out and maintain during the life of this contract such public liability and property damage insurance, wherein the City is named as an additional insured, as shall protect itself, the City and any subcontractor of DLZ performing work hereunder from claims for property damages which may arise from operations hereunder, whether such operation be by itself or by any of its subcontractors or by anyone directly or indirectly employed by either of them. A Certificate of Insurance of such polices shall be deposited with the City before the commencement of any work under this contract. DLZ shall update the copy as may be required. The City reserves the right to refuse insurance written by an unacceptable company. The amount of such insurance shall be as detailed in the Insurance Requirements Check List, (a copy of which is attached hereto and made a part hereof as Exhibit E). Each policy of insurance shall name the City of Lakewood as an additional insured and give sixty (60) days prior written notice of cancellation, non-renewal, or adverse change to the City of Lakewood.

Section 6. INDEPENDENT CONTRACTOR

DLZ shall be and remain an independent contractor with respect to all services performed hereunder, and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment insurance, or old age retirement benefits, pensions or annuities, now or hereafter imposed under any State or Federal law which are measured by the wages, salaries or other remuneration paid to persons employed by DLZ on work performed under the terms of this contract, and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by any duly authorized State or Federal officials; and said DLZ agrees to indemnify and save harmless the City from any such contribution or taxes or liability therefor.

Section 7. EQUAL EMPLOYMENT OPPORTUNITY AND COMPLIANCE WITH LAWS

DLZ agrees to adopt and maintain a policy of non-discrimination in employment. It further agrees that it will comply with all applicable Federal and State laws with regard to Equal Employment Opportunity and Fair Employment Practices, with the City's Equal Employment Opportunity Policy, Guidelines and Procedures and with all other applicable Federal, State and local laws.

Section 8. INDEMNIFICATION

DLZ shall indemnify and hold the City, its officers, officials, agents and employees, completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands of every kind and nature (including all reasonable costs for investigation, reasonable attorneys fees, court costs and expert fees) arising by reason of bodily injury, death of any person, damage to property, patent or copyright infringement, arising out of, or as a consequence of, or incidental to the negligent and/or intentionally wrongful acts and omissions of DLZ's officers, agents, employees, consultants,

subconsultants, licensees or invitees, in the performance or non-performance of their services under this Contract.

DLZ further agrees to hold City, its officers, officials, agents and employees harmless from any and all liabilities, losses, suits, claims, judgments, fines or demand of every kind and nature arising by reason of any claims or alleged claims arising out of, or as a consequence of, or incidental to DLZ's negligence in the performance or non-performance of DLZ's services under this contract.

Section 9. SUBCONTRACTORS

Since this contract is made pursuant to the proposal submitted by DLZ and in reliance upon DLZ's qualifications and responsibility, DLZ shall not sublet nor shall any subcontractor commence performance of any part of the services except as specifically included in this contract without prior written consent of the City. In making the application for subletting any portion of the services, DLZ shall state in writing the portion of the services which each subcontractor is to do or the material which it is to furnish, his place of business, and such other information as may be required by the City. Subletting, if permitted, shall not relieve DLZ of any of its obligations under this contract. All subcontractors for services covered by this contract must conform to the requirements of this contract.

Section 10. ASSIGNMENT OF CONTRACT

The City and DLZ bind themselves and their successors, administrators and assigns to the other party of this contract and to the successors, administrators and assigns of the other party of this contract, in respect to all covenants of this contract. Except as stated above, neither the City nor DLZ shall assign, sublet or transfer its interest in this contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto.

Section 11. INTERPRETATION OF TERMS

All terms and words used in this contract, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context or sense of this contract or any paragraph or clause herein may require, the same as if such words had been fully and properly written in the number and gender. DLZ agrees that no presentations or warranties of any type shall be binding upon the City, unless expressly authorized in writing herein. In the case of any conflict between the DLZ Scope of Services (Exhibit C) and the City's Request for Proposal (Exhibit D), the provisions of Exhibit D shall govern, except as may be specifically modified herein. The headlines of sections and paragraphs, if any, to the extent used herein are used for reference only, and in no way define, limit or transcribe the scope or intent of any provision hereof. This contract may be executed in any number of counterparts, each of which, when so executed and delivered in any number of counterparts, shall be deemed an original, but such counterparts together shall constitute but one and the same instrument.

Section 12. EXHIBITS

It is mutually understood and agreed that all exhibits attached hereto are made a part hereof as if fully written herein. In the case of any conflict or variance between the terms of this contract and the terms of DLZ Scope of Services, the terms of this contract shall govern.

The following Exhibits attached hereto are:

- a. Exhibit A: Ordinance No. 48-17 & 49-17
- b. Exhibit B: Board of Control authorization, Dated April 16, 2018
- c. Exhibit C: DLZ Proposal, Dated April 5, 2018
- d. Exhibit D: City's Request for Proposal, Date verbal
- e. Exhibit E: Insurance Requirements Check List

EXHIBIT A

READ GREDBRED TO THE SINANCE COMMITTED 11/20/17. SECOND READING 12/4/17.

ORDINANCE NO. 48-17

BY: Anderson, Bullock, Litten, Marx, Nowlin, 0'Leary, 0'Malley.

period allowed by law, authorizing and directing the Mayor (Director of Public Sefety), the Director of Public Works, the Director of Law, the Director of Finance, and/or the Purchasing Manager to advertise for bid and enter into a contract with the lowest and best bidder in accordance with the Administrative Code of the City of Lakewood for Street Infrastructure Juprovements in accordance with the Administrative Code of the City of Lakewood, contracts AN ORDINANCE to take effect immediately provided it receives the affirmative vote of at least five (5) members of Council, or otherwise to take effect and be in force after the earliest not to exceed the specified amounts shown without separate resolution of Council.

City of Lakewood, and that it is necessary for the immediate preservation of the public peace, property, health and safety, and to provide for the usual daily operation of municipal departments in that certain capital improvements projects are to be undertaken beginning on or after January ordinance is an emergency measure, and that this ordinance shall take effect at the earliest dam possible as set forth in Article III, Sections 10 and 13 of the Second Amended Charter of the WHERBAS, this Council by a vote of at least five (5) of its members determines that this 1, 2018 in accordance with the Capital Improvement Plan for fiscal year 2018; now, therefore

BE IT ORDAINED BY THE CITY OF LAKEWOOD, OHIO:

the design, preparation of specifications, construction inspection, contract administration and to advertise for bids and enter into a contract with the lowest and best bidder in accordance with the Administrative Code of the City of Lakewood, for the following Infrastructure Improvements, and directed to engage architectural and/or engineering firms to provide professional services for Section 1. That the Mayor (Director of Public Safety), the Director of Public Works, the Director of Law, the Director of Finance, and/or the Purchasing Manager is hereby authorized contracts not to exceed the specified amounts shown, except as hereinafter provided:

Street Infrastructure Improvements

Section 2. That the Mayor (Director of Public Safety), the Director of Public Works, the Director of Law, the Director of Finance, and/or the Purchashig Manager is barely authorized and directed to enter into contracts as set forth above in amounts not to exceed the specified emounts without further action from Council; and to enter into contracts in excess of specified amounts only upon consent of Council evidenced by adoption of a resolution specifying the authorized amount.

Section 3. It is found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council,

and that all such deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

the immediate preservation of the public peace, property, health, safety and welfare in the City and for the usual daily operation of the City for the reasons set forth and defined in the preamble, and provided it receives the affirmative vote of at least five (5) members of Comoni, this ordinance shall take effect and be in force immediately upon its adoption by the Comoni and approval by the Mayor otherwise, it shall take effect and be in force effect and be in force after the earliest puriod allowed by law. · Section 4. This ordinance is hereby declared to be an emergency measure necessary for

Adopted: Decin 40- 18,2017

READ & REXERRED TO TER FINANCE COMMITTEE 11/20/17. SECOND READING 12/4/17.

49-17 ORDINANCE NO.

BY: Anderson, Bullock, Litten, Marx, Nowlin,

O'Leary, O'Estiley.

AN OXDINANCE to take effect immediately provided it receives the affirmative vote of at least five (5) members of Conneil, or otherwise to take effect and be in force after the earliest period allowed by law, authorizing and directing the Mayor (Director of Public Safety), the Director of Public Works, the Director of Law, the Director of Finance, and/or the Purchasing Manager to advertise for bid and enter into a contract with the lowest and best bidder in accordance with the Administrative Code of the City of Latewood for the Wastewater System and Treatment Improvement Program in accordance with the Administrative Code of the City of Lakewood, contracts not to exceed the specified amounts shown without separate resolution of Council. WHEREAS, this Council by a vote of at least five (5) of its members determines that this ordinance is an emergency measure, and that this ordinance shall take effect at the earliest date possible as set forth in Article III, Sections 10 and 13 of the Second Amended Chanter of the property, health and safety, and to provide for the usual daily operation of municipal departments in that certain capital improvements projects are to be undertaken beginning on or after January City of Lakewood, and that it is necessary for the immediate preservation of the public peace, 1, 2018 in accordance with the Capital Improvement Plan for fiscal year 2018; now, therefore

BE IT ORDAINED BY THE CITY OF LAKEWOOD, OHIO:

the design, preparation of specifications, construction inspection, contract administration and to and directed to engage architectural and/or engineering firms to provide professional services for advertise for bids and enter into a contract with the lowest and best bidder in accordance with the Section 1. That the Mayor (Director of Public Safely), the Director of Public Works, the Director of Law, the Director of Finance, and/or the Porchasing Manager is hereby authorized Administrative Code of the City of Lakewood, for the following Infrastructure Improvements, contracts not to exceed the specified amounts shown, except as heremafter movided:

\$11,500,000 Wastewater System and Treatment Improvement Program

and directed to enter into contracts as set forth above in amounts not to exceed the specified amounts without further action from Council, and to enter into contracts in excess of specified amounts only upon consent of Council evidenced by adoption of a resolution specifying the Section 2. That the Mayor (Director of Public Safety), the Director of Public Worles, the Director of Finance, and/or the Porchasing Manager is hereby authorized authorized amount. Section 3. It is found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council, and that all such deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

for the immediate preservation of the public peace, property, health, safety and welfare in the City and for the usual daily operation of the City for the reasons set forth and defined in the this ordinance shall take effect and be in force immediately upon its adoption by the Council and approval by the Mayor otherwise, it shall take effect and be in force after the earliest period Section 4. This This ordinance is hereby declared to be an emergency measure necessary preamble, and provided it receives the affirmative vote of at least five (5) members of Council, allowed by law.

Adopted: Derember 1 &

Clerk of Council 4

EXHIBIT B





12650 DETROIT AVENUE = 44107 = 216.529.6075 = 216.529.6806

Reference No. BC-18-134

April 16, 2018

Board of Control City of Lakewood, Ohio 44107

Subject: Award Contract - Professional Construction Administration Services Contract - Re: Lake Avenue
Resurfacing and Storm Sewer Improvements Project

Dear Members of the Board:

Based on a review conducted by the Division of Purchasing in conjunction with the Department of Public Works, Division of Engineering, and the attached letter of recommendation, I am submitting for your consideration this request to award a requirement contract to DLZ Ohio, Inc. In the amount of \$121,150 to perform Professional Construction Administration Services for the Lake Avenue Resurfacing and Storm Sewer Improvements Project.

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,	510-3070-431-84-75 Proj #184003 \$1,152,075
Account Balance:	\$121,150 /.\$0
Contract Approved by Law:	Yes / No / PO / c/c
Object Code:	Lake Ave Resurface & Storm Sewer
Commodity Code:	918-031
Bid Reference:	RFP ()
	Time ()
	Kim Smith
-	Purchasing Manager

	Approved	<u>Disapproved</u>	<u>Date</u>
Joseph J. Beno PE, Director of Public World	ks	-	
Kevin M. Butler, Director of Law	AR .	And grant and a	4/16/18
Jennifer Pae, Director of Finance	The	· · · · · · · · · · · · · · · · · · ·	4/16/18
Michael P. Summers, Mayor	. ph		4-16-18

EXHIBIT C



Innovative ideas Exceptional design Unmatched Client Service

April 5, 2018

Mr. Mark Papke, PE, CPESC City Engineer 12650 Detroit Avenue Lakewood, Ohio 44107

Re:

Cost Proposal and Project Approach

2018 Lake Avenue Resurfacing and Storm Improvements Project

Dear Mr. Papke:

DLZ Ohio, Inc. is pleased to submit one copy of our Cost Proposal and Project Approach for Construction Administration and Inspection Services for the 2018 Lake Avenue Resurfacing and Storm Improvements Project. DLZ's Field Services Division is committed to providing the City of Lakewood with the following project staffing:

- Mr. Daniel Uhlir, P.E., is proposed as the Project Manager for this project. Mr. Uhlir has been Project
 Manager for numerous City of Lakewood construction projects and has over 12 years of experience in
 construction administration, inspection and design.
- Mr. Jeff Hickling is proposed as the Project Inspector. Mr. Hickling is ACI Certified and Qualified Compliance Inspector of Storm Water. Mr. Hickling is hard working, knowledgeable, and has over 22 years of experience in the construction industry as an inspector.

DLZ has worked with the City of Lakewood over the years on many different projects, most recently on the 2017 Water Main Replacement Project and 2017 Winton Place/Pier W Project. We are very enthusiastic about this opportunity to continue our positive working relationship with the City, and we thank you for your consideration. Do not hesitate to contact the undersigned if DLZ can be of further assistance.

Respectfully Submitted,

DLZ Ohlo, Inc.

Daniel R. Uhlir, PE

Field Services Department Manager



PROJECT UNDERSTANDING:

Over the summer of 2018, the City of Lakewood will be performing storm sewer improvements as well as full roadway resurfacing on Lake Avenue. The storm sewer work will be between Lakewood Park and the Marathon Station about 0.3 miles to the East. This work will include storm sewer piping, new catch basins and manholes as well as bulkheading of abandoned pipe to result in the diverting of stormwater flow from an existing storm sewer line to a manhole in Lakewood Park. Additionally, the resurfacing will stretch from Belle Avenue to West 117th Street and will consist of existing asphalt planning, full depth repairs as needed, resurfacing with asphalt concrete and restoration consisting of installation of ADA curb ramps, pavement striping and new stamped concrete crosswalks. Both projects will require maintenance of traffic, erosion control methods and other temporary construction control procedures. The City is seeking a qualified firm to provide Construction Administration and Inspection (CA/CI) Services for this project, which is funded by the City of Lakewood. The project has an estimated construction cost of just over \$2.238 million and is scheduled to be completed before October, 2018. DLZ does not have any conflicts of interest with this project.

PROJECT APPROACH:

DLZ will provide a full-time, ACI-Certified, on-site inspector while managing the project from the DLZ Cleveland office. The inspector and Project Manager will work together as a team to ensure the project will be completed on time, within budget, and per the Contract documents. DLZ will also perform Quality Assurance concrete tests to the appropriate ASTM standards including slump, air entrainment, and temperature, all information will be recorded within the daily concrete log as well. Below is a brief summary of the roles and responsibilities of the project team:

Project Inspector: DLZ Intends to provide Mr. Jeffrey Hickling, to be the full-time, on-site inspector for this project. Jeff is pending prequalification as an ODOT Project Inspector, and is certified in ACI Level 1 concrete testing. Jeff is also an ORMCA Certified Concrete Technician, a Qualified Preparer of Storm Water Pollution Prevention Plans and a Qualified Compliance Inspector of Storm Water. Jeff will be onsite whenever the Contractor is performing work and will prepare daily reports to document the construction activities. Being ACI Level I certified, Jeff is fully capable of performing the required concrete tests during the project. Jeff will communicate daily with DLZ's Project Manager and act as a lialson between the City of Lakewood and the Contractor.

Jeff has 22 years of experience as a construction engineer and inspector with several public offices including the City of Seven Hills, the City of Broadview Heights, and Wayne County to name a few. His diverse experience ranges from sanitary/storm sewer construction to roadway and bridge construction and inspection. In addition, Jeff has vast experience as a Qualified preparer of Storm Water Pollution Prevention Plans as well as preliminary and final design for roads and drainage structures.

Project Manager: DLZ intends to provide Mr. Daniel R. Uhlir, P.E. as the Project Manager for this project. As Project Manager, Dan's responsibilities will include reviewing and approving Contractor documents, such as material submittals, testing reports, change orders, pay applications, certified payroll reports and other documents required for compliance. Additionally, Dan will be accessible to the Contractor for Interpretation of the plans and specifications. Dan will visit the project site at least once per week to oversee the Contractor's work and conformance with the Contract Documents. As Project Manager, Dan will attend the preconstruction meeting as well as conduct monthly progress meetings.





Construction Administration and Inspection Services 2018 Lake Avenue Resurfacing and Storm Improvements Project

Dan has worked on City of Lakewood projects, most recently as the Project Manager on the 2016 & 2017 Watermain Replacement Projects as well as the 2017 Cove Park Project. Dan is familiar with the City of Lakewood's construction requirements and has worked with Jeff on numerous projects.

Quality Assurance Testing: On this project, quality assurance tests will be performed by the on-site inspector, Jeff Hickling, who is ACI Certified. Concrete tests such as slump, air entrainment, and temperature will be taken on site and recorded in the daily concrete log. DLZ also has the unique luxury of having an in-house AMRI. certified material testing laboratory located in Columbus, Ohio. This allows DLZ to conduct other tests on soils or asphalt, if required. The tests will be analyzed at the DLZ laboratory. The internal laboratory will quickly provide testing results to DLZ's Project Manager, who will communicate said results with the City.

Quality Assurance & Senior Management: DLZ will provide Mr. Thomas G. Hessler, P.E., P.S. as a QA Senior Manager. Tom will assure that all documentation is accounted for to satisfy the proper payment. Tom will use his 20+ years of experience to provide guidance on any disputes or claims that arise. Any senior management would be included with the project management task.

Stormwater Pollution Prevention Plan (SWPPP) Inspections: DLZ will provide Mr. Mike Evans, P.E., CPESC, to perform weekly SWPPP inspections to ensure all erosion and sediment control measures are in place. Mike will also conduct rain event SWPPP inspections when more than one-half inch of rain falls within a 24-hour period. All SWPPP reports will be kept in a binder and will remain on site.

QUALITY CONTROL:

For the 2018 Lake Avenue Project, quantities will be recorded daily according to their respective bid item number. These quantities will be measured and documented on the daily report, complete with precise locations and sketches when necessary. Daily reports will be submitted to the City on a weekly basis. DLZ's on-site inspector will have a binder in which all bid item reference numbers will have their own sheet dedicated towards quantity tracking. This binder will serve as a central location for documenting all quantities and will provide a log of all payment items completed to date. Quantities will be tracked based on City funding. The inspector, Jeff Hickling will work with the Contractor to ensure that all daily quantities are correct and agreed upon, which will allow for straightforward reviews of the Contractor's pay requests.

Important documents will be reviewed and organized by DLZ's Project Manager, Dan Uhlir. Testing reports, daily reports, prevailing wage interviews, submittals and design mixes will be maintained either electronically or in binders, which will be delivered to the City upon project completion.

CONCLUSION:

DLZ's mission on the 2018 Lake Avenue Resurfacing and Storm Improvements Project will be to deliver a quality product to the City of Lakewood and its residents. Using experience gained on previous projects performed for the City of Lakewood, we will ensure all work elements are completed in line with the Contract Documents and the project is delivered on-time and under budget. DLZ's team will provide on-site engineering if necessary to troubleshoot unforeseen problems. DLZ realizes the impact this project may have on the residents of Lake Avenue, and we will effectively work with the Contractor to maintain positive public relations. DLZ is ready to accept the challenge of representing the City of Lakewood on this project and continue our positive working relationship.



CITY OF LAKEWOOD 2018 Lake Avenue Resurfacing and Storm Improvements Project

Item	Unit	ruction Administration and Inspection Estimated Total Unit Cost Quantity		Total Cost
Inspector	Hr	1,100	\$75.00	\$82,500.00
Inspector Overtime	Hr	110	\$95.00	\$10,450.00
Quality Assurance Tests	Day	15	\$100.00	\$1,500,00
CPESC Inspections	Per Visit	28	+\$150.00	\$4,200.00
Project Management	Lump Sum	1	\$20,000.00	\$20,000.00
Project Meetings	· Each	10	\$250.00	\$2,500.00
A.W	<u> </u>	Tota	l Not to Exceed Cost	\$121,150,00

Tiphoaca Coustit	action Auministration and hispection pervices ream	
Project Manager:	Daniel R. Uhlir, PE	
Inspector:	Jeff Hickling	
CPESC:	Mike Evans, PE, CPESC	
Submitting Firm	Information and Acknowledgement of Terms	
Firm Name:	DLZ Ohio, Inc.	
Address:	614 West Superior Avenue, Suite 1000	
	Cleveland, Ohio 44113	
Phone:	216-771-1090 Fax: 216-771-0334	
	edges that the above submitted prices are in accordance with the Scope of Service of this Request for Proposal document.	es and
Signed;	Date: 4/5/18	

EXHIBIT E

Exhibit E

INSURANCE REQUIREMENTS CHECKLIST Inspection

Items marked "X" must be provided.

COVERAGE REQUIRED	(ALUMPIÓ
MINIMUM LIMITS RE	<u>:QUIRED</u>
X GENERAL LIABILITY (The following coverage must be included)	\$ <u>1,000,000</u> Per Occurrence
Premises-Operations Independent Contractors/Subs Broad Form Contractual Broad Form Property Damage Explosion (X)	\$ <u>2,000,000</u> General Aggregate Collapse (C) Underground (U) Personal Injury Products-Completed Operations Fire Legal Liability Employer's liability (Ohio Stop Gap)
X UMBRELLA LIABILITY Extending over all Liability Programs	\$ <u>5,000,000</u>
X AUTOMOBILE LIABILITY Owned, Hired, and Non-Owned Employee Non-Ownership	\$ <u>1,000,000</u> Per Occurrence
X WORKERS' COMPENSATION X Workers' Compensation coverage in c State of Ohlo	compliance with the Statutory laws of the
X PROFESSIONAL LIABILITY	\$ <u>1:000,000</u>
BUILDER'S RISK	100% Completed Value
INSTALLATION FLOATER	100% Installed
FLOOD INSURANCE	Replacement Value100% Completed Value or Maximum of Flood Program
ENVIRONMENTAL IMPAIRMENT LIABILITY	\$
EMPLOYMENT PRACTICES LIABILITY	\$
The certificate of insurance must show the "City of Lak (60) days prior written notice of cancellation, non-renev	wal, or adverse change to the City of Lakewood.
Statement of Bidder and	·
We understand the requirements requested and a	agree to fully comply.
Bidder	Insurance Agency
Authorized Signature	Authorized Signature

IN WITNESS WHEREOF, the parties hereunto have caused this Contract to be executed and to become effective on the day and year first above written.

WITNESS:	CITY OF LAKEWOOD, OHIO
	BY: Director of Public Works
N.10.	DLZ Ohio, Inc. BY: Whi Mu
	n1,
approved as to form:	Funds are available:
Director of Law	Director of Finance

Client#: 25256

ACORD...

COVERAGES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/25/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW, THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PHODUCER Greyling Ins. Brokerage/E 3780 Mansell Road, Suite		CONTACT Katie Kresner PHONE [A/C, No, Ext): 770.552.4225 E-MAIL ADDRESS: Katie.Kresner@Greyling.com	66.550.4082
Alpharetta, GA 30022		INSUREH(S) AFFORDING COVERAGE	NAIC#
		INSURER A : National Union Fire Ina Co of PA	19445
INSURED		INSURER B : QBE insurance Corporation	39217
DLZ Ohio Inc.		INSURER C : Lipyde of London	
	er Bldg.; 614 Superior	INSURER D : Continental Contactly Company	20443
Avenue		INSURER E:	
Cleveland, OH	44113	INSURER F:	
COVERAGES	CERTIFICATE NUMBER: 18-18	REVISION NUMBER:	

Τŀ	HIS IS TO CERTIFY THAT THE POLICIES	OF I	NSU	RANCE LISTED BELOW HAVE BEE	NISSUED TO	THE INSURED	NAMED ABOVE FOR THE	POLICY PERIOD
IN	DICATED. NOTWITHSTANDING ANY REC	QUIRE	MEN	T, TERM OR CONDITION OF ANY	CONTRACT OF	R OTHER DOC	COMENT WITH RESPECT	10 WHICH THIS
CE	ERTIFICATE MAY BE ISSUED OR MAY P XCLUSIONS AND CONDITIONS OF SUCH	BULK 1108	IN, I	HE INSUMANCE AFFORDED BY I	NE POLICIES N REDUCED I	DESCRIBED F	MS.	ALL THE TENNO
		ADDL			POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	S
Α	Y COMMERCIAL GENERAL LIABILITY	111011	,, v.	GL5268221	04/01/2017		EACH OCCURRENCE	s1.000.000
•	CLAIMS-MADE X OCCUR				.,,	.,	DAMAGE TO RENTED PREMISES (Es occurrence)	\$500,000
				•			MED EXP (Any one person)	\$25,000
							PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:			•			GENERAL AGGREGATE	\$2,000,000
	POLICY X PRO-					ĺ	PRODUCTS - COMP/OP AGG	\$2,000,000
	OTHER:							\$
Δ	AUTOMOBILE LIABILITY			CA4489714	04/01/2017	04/01/2018	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	\$
	OWNED SCHEDULED						BODILY INJURY (Per accident)	\$
	X AUTOS ONLY AUTOS ONLY X AUTOS ONLY X AUTOS ONLY X AUTOS ONLY						PROPERTY DAMAGE (Per eccident)	\$
	Autod Cher							\$
В	X UMBRELLA LIAB X OCCUR			CCU3977348	04/01/2017	04/01/2018	EACH OCCURRENCE	\$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$5,000,000
	DED X RETENTION \$10,000				1			\$
Α	WORKERS COMPENSATION			WC015893783	04/01/2017	04/01/2018	X PER OTH-	
	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?						E.L. EACH ACCIDENT	\$1,000,000
	OFFICER/MEMBER EXCLUDED? N	N/A					E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	
С	Professional Liab			B0146LDUSA1804157	01/01/2018	04/01/2019	Per Claim \$2,000,00	0
-	Inci Pollution						Aggregate \$2,000,00	00
	Liability							
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (COR) 101, Additional Remarks Schedule, may	be attached if mo	ore apace is requ	lred)	
_		~			7414			

Re: 2018 Lake Ave Resurfacing and Sewer Improvement - 1822-2010-00; Ohio.

The City of Lakewood is named as an Additional Insured on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract.

Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to (See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
City of Lakewood 12650 Detroit Avenue Lakewood, OH 44107	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Editorou, off 1970)	AUTHORIZED REPRESENTATIVE
	DAH. Cling

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	DESCRIP	TIONS (Conti	nued from Page	1)
he Certificate Holder.				
	:		•	
• • •			• •	
				•
		•		
		•		

ENDORSEMENT

This endorsement, effective 12:01 A.M.

4/1/2017

forms a part of

policy No. 4489714

issued to DLZ Corporation

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA
THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON OR ORGANIZATIONS LIABILITY ARISING OUT OF THE USE OF A COVERED AUTO.

- I, SECTION II LIABILITY COVERAGE, A. Coverage, 1. Who is insured, is amended to add:
 - d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:
 - (1) The coverage and/or limits of this policy, or
 - (2) The coverage and/or limits required by said contract or agreement.

Authorized Representative or Countersignature (in States Where Applicable)

87950 (10/05)

Page 1 of 1

ENDORSEMENT #

This endorsement, effective 12:01 A.M. 4/1/2017

forms a part of

Policy No.CA 4489714

issued to DLZ CORPORATION

BY NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

This policy is amended as follows:

In the event that the Insurer cancels this policy for any reason other than non-payment of premium, and

- 1. the cancellation effective date is prior to this policy's expiration date;
- the First Named Insured is under an existing contractual obligation to notify a certificate
 holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has
 provided to the Insurer, either directly or through its broker of record, the email address
 of a contact at each such entity; and
- the Insurer received this information after the First Named Insured receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the Insurer,

the Insurer will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the First Named Insured provides such information to the Insurer; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the First Named Insured provides such information to the Insurer.

Proof of the Insurer emailing the Advice, using the information provided by the First Named Insured, will serve as proof that the Insurer has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

- First Named Insured means the Named Insured shown on the Declarations Page of this
 policy.
- Insurer means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - 2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

- Only applies to the extent permitted by law; and
- 2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

 "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrong-doing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed;
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

- Required by the contract or agreement you have entered into with the additional insured; or
- 2. Available under the applicable Limits of

Insurance shown in the Declarations; whichever is less,

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Location And Description Of Completed Operations

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that

- which you are required by the contract or agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ENDORSEMENT #

This endorsement, effective 12:01 A.M. 4/1/2017

forms a part of

Policy No. GL: 5268221

issued to DLZ CORPORATION

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

This policy is amended as follows:

In the event that the insurer cancels this policy for any reason other than non-payment of premium,

- 1. the cancellation effective date is prior to this policy's expiration date;
- 2. the First Named Insured is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the insurer, either directly or through its broker of record, the email address of a contact at each such entity; and
- 3. the Insurer received this information after the First Named Insured receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the Insurer,

the Insurer will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the First Named Insured provides such information to the Insurer; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the First Named Insured provides such information to the insurer.

Proof of the Insurer emailing the Advice, using the information provided by the First Named Insured, will serve as proof that the Insurer has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights In any entity not insured under this policy.

The following Definitions apply to this endorsement:

- 1. First Named Insured means the Named Insured shown on the Declarations Page of this
- 2. Insurer means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

uthorized Representative